

EXHIBIT 12
-
REDACTED VERSION OF
ECF NO. 320-4

EXHIBIT 3

To: Michael Mersch[mmersch@ufc.com]
Cc: Tracy Long[tlong@ufc.com]; Lawrence Epstein[lepstein@ufc.com]
From: Lorenzo Fertitta
Sent: Wed 10/24/2012 3:19:36 AM
Importance: Normal
Subject: Re: "STRIKEFORCE" / Ronda Rousey - Promotional and Ancillary Rights Agreement
Received: Wed 10/24/2012 3:19:37 AM

Lets review tomorrow

Sent from my iPhone

On Oct 23, 2012, at 4:17 PM, "Michael Mersch" <mmersch@ufc.com> wrote:

Lorenzo,

Attached is the promotional agreement with their comments on (that you asked us to summarize) as well as my analysis of the concerns related thereto.

As you can see from their comments, they requested modifications to about 95 % of our standard language. Additionally, even when you sift through all the changes, they are further requesting some significantly changed business terms to that originally proposed in the version we had sent to her.

I am happy to walk through this with you in detail when you have time but the major list of concerns is noted on the first page of my analysis and the following memo is a more detailed analysis that notes more specific concerns.

MM


From: Lorenzo Fertitta
Sent: Tuesday, October 23, 2012 1:21 PM
To: Tracy Long
Subject: Fwd: "STRIKEFORCE" / Ronda Rousey - Promotional and Ancillary Rights Agreement

Can you look at these notes and organize the relevant points in a memo for me by tomorrow.

Sent from my iPhone
Begin forwarded message:

From: Dave Feldman <dave@bhdrl.com>
Date: October 22, 2012, 9:38:21 PM EDT
To: "'Lfertitta@ufc.com'" <Lfertitta@ufc.com>
Cc: 'Darin Harvey' <darin@fighttribemma.com>
Subject: FW: "STRIKEFORCE" / Ronda Rousey - Promotional and Ancillary Rights Agreement

Hi Lorenzo, thank you for your patience, but we did want to be sure we had discussed and reviewed our notes with Ronda and her manager before sending to you.

Attached please find our notes and comments on the new Promotional and Ancillary Rights Agreement, dated as of October 1, 2012. Please review and revise to the extent acceptable to UFC. Of course, should you wish to discuss any of our notes, or have any trouble reading our comments, please let me know and happy to go through it with you.

In the meantime, we look forward to receiving a revised, redlined version of the Agreement at your convenience.

Best regards, Dave

David B. Feldman, Esq.
Bloom Hergott Diemer Rosenthal LaViolette
Feldman Schenkman & Goodman, LLP
150 S. Rodeo Drive, Third Floor
Beverly Hills, CA 90212


Email: dave@bhdrl.com

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